

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

SHAWN LEXIE)	
)	
Plaintiff,)	CASE NO. 06-1679
)	
v.)	
)	
TRI-RIVER FLEETING & HARBOR)	Judge Lancaster
COMPANY, INC., IMPROPERLY NAMED)	
TRI-RIVER MARINE, INC.)	
)	
Defendant.)	

ORDER APPROVING SETTLEMENT

This 14th day of December 2007, upon consideration of the Petition for Leave to Compromise and Settle Claims of Plaintiff-Seaman which is attached hereto and made a part hereof, and after consideration of that testimony and exhibits provided at the hearing held herein, the Court finds that:

1. Plaintiff has been properly advised of his rights as a seaman;
2. Plaintiff understands his rights as a seaman;
3. Plaintiff wishes to voluntarily settle his claims against Defendant;
4. Plaintiff has been fully advised of his rights under and the terms of the proposed settlement; and
5. That the proposed settlement is fair and reasonable.


It is ORDERED ADJUDGED and DECREED that:

1. The proposed compromise and settlement is fair and reasonable under the circumstances;

2. Leave is granted to effectuate the compromise and settlement on the basis and in the manner set forth in the Petition; and
3. The Release, a copy of which is attached to said Petition as **Exhibit "F"**, is hereby approved and that the Plaintiff is accordingly authorized to execute the same.

It is further ORDERED that payment in the sum of \$15,000.00 (Fifteen Thousand Dollars and No Cents), by checks made payable to "Shawn Lexie" in the amount of \$2,992.13, to "Washington County Court of Common Pleas, Domestic Relations Section" in the amount of \$4,224.00 and to "O'Bryan, Baun, Cohen, Kuebler" in the amount of \$7,783.87, constitutes full and final satisfaction of the obligations of Tri-River Fleeting & Harbor Service, Inc., improperly named Tri-River Marine, Inc. pursuant to the terms of the settlement wherein Plaintiff is releasing Tri-River Fleeting & Harbor Service, Inc. for any and all claims arising out of or in any way related to any incident, injury, illness, disability, or other incident known, or which reasonably should have been known, which occurred while the Plaintiff was in the employ of Tri-River Fleeting & Harbor Service, Inc., now or in the future, including but not limited to the incident which occurred on or about October 24, 2006, and/or his MRSA infection, and his employment with Defendant.

The Court further ORDERS that this civil action is dismissed with prejudice and that the docket be marked as having been fully settled and compromised and dismissed with prejudice.


Gary L. Lancaster
District Court Judge